

## **Exhibit E**

### **8-9-19 Statement of Work**



## **STATEMENT OF WORK**

This Statement of Work ("**SOW**") including all Schedules attached hereto is subject to and incorporated into the Recruitment Process Outsourcing Agreement ("**Agreement**") dated as of August 9, 2019 by and between Pomeroy IT Solutions Sales Company, Inc. ("**Customer**") and Allegis Global Solutions, Inc. ("**AGS**") (each a "**Party**" and, collectively, the "**Parties**"). Except as defined herein or otherwise required by the context herein, all capitalized terms used in this SOW have the meaning set forth in the Agreement.

WHEREAS, AGS has agreed to provide recruitment process outsourcing services to Customer in connection with its acquisition of permanent employees; and

FURTHERMORE, the Parties agree to leverage the Agreement to govern additional services including, but not limited to managed service provider services ("MSP") and/or procurement solutions services ("SOW").

NOW, THEREFORE, Customer and AGS hereby agree as follows:

### **1. General.**

1.1 Term. The term of this SOW will commence on the Effective Date of the Agreement and will be co-terminus with the Agreement. In no event shall the term of this SOW extend beyond the term of the Agreement.

1.2 Description of Services. AGS shall provide recruiting, sourcing and administrative services to Customer in support of Customer's acquisition of permanent employees as further described in Section 2 (Description of Services) below.

1.3 Scope of Services. As of the Effective Date, the following countries are within the scope of this SOW and the specific Countries within scope will be further outlined in the applicable Country Participation Agreements.

- 1.3.1 United States
- 1.3.2 United Kingdom
- 1.3.3 France
- 1.3.4 Spain
- 1.3.5 Hungary
- 1.3.6 Belgium
- 1.3.7 Netherlands
- 1.3.8 Luxembourg
- 1.3.9 Germany
- 1.3.10 India
- 1.3.11 Romania

Additional countries may be added within the scope of this SOW by the mutual written agreement of the Parties.

1.4 Account Management. Expressly subject to the terms of Section 3.6 of the Agreement, AGS agrees to assign an initial recruitment team ("**Account Team**") commensurate with the Customer's anticipated hiring needs. Subject to Section 1.5 below, the terms of the Agreement and upon AGS providing Customer not less than 30 days notice, AGS has the right to adjust the Account Team, up or down, as Customer's hiring needs fluctuate during the Term of the Agreement.

1.5 At Customer's sole discretion, customer shall have the right to request a given member of the account team be replaced if the Customer determines that the AGS team members performance is unacceptable.

1.6 Technology and Tools. Customer will provide and manage the ATS, which the Account Team will have access to. AGS utilizes various recruitment technology tools in the performance of the Services. As of the Effective Date, AGS will be using the following technology tools:

- 1.6.1 Customer relationship management technology (Smashfly)
- 1.6.2 North America disability recruitment technology (GettingHired)
- 1.6.3 Sourcing and screening tools (HiringSolved & LinkedIn)

1.7 Invoicing and Payment. AGS will submit monthly invoices to Customer, and Customer shall pay such invoices, in accordance with Schedule A or as further outlined in the applicable Country Participation Agreement.

1.8 Out-of-Scope Services. Any additional services requested by Customer that are not included in this Statement of Work, will be considered out-of-scope. The Parties will negotiate in good faith a separate Statement of Work that contemplates the pricing and timing for the performance of such out-of-scope services.

## **2. Description of Services**

#	Service	AGS Responsibilities	Customer Responsibilities
<b>1.0 Approval Process</b>			
1.1	Job Requisition Approval Process	Begin recruitment activity upon receipt of job requisition approval by the relevant Customer manager(s) ("Customer Representative").	Provide AGS with up to date job description, compensation band and approval of job requisition.
<b>2 Intake Meeting</b>			
2.1	Coordinate and Lead the Intake Meeting with Customer Representative	AGS recruiter(s) ("AGS Recruiter") to conduct intake meeting with Customer Representative to understand job requisition requirements. The Parties will agree upon (i) job description, (ii) recruitment process timeline, (iii) sourcing strategy, (iv) and prescreening/telephone interview questions.	Customer Representative to relay all necessary detail to AGS Recruiter about the applicable job requisition, including, but not limited to, candidate competencies and specific position requirements (e.g., relocation of candidates, position available internally only, and cultural fit).
<b>3 Sourcing and Engagement</b>			
3.1	Set and Execute Sourcing Strategies	AGS Recruiter to establish sourcing plan with Customer Representative. AGS Recruiter to review the sourcing plan and communicate progress with Customer Representative. The Parties will revise the sourcing plan and timeline as needed.	Customer Representative will collaborate with AGS Recruiter to ensure alignment with sourcing plan and timeline.
<b>4 Screening and Assessment Services</b>			
4.1	ATS Access		Customer will provide AGS with access to the ATS.

4.2	Screening and Shortlisting Candidates for Customer Representative	<p>AGS will screen candidates as follows:</p> <ul style="list-style-type: none"> <li>(i) Match resumes qualification with job description requirements;</li> <li>(ii) Where applicable send candidate communication materials (interview notification, marketing materials to help "sell" role) to candidate;</li> <li>(iii) For rehire candidates, obtain from Customer reason for previous termination of employment;</li> <li>(iv) Utilize the Customer compelling story and employee value proposition to attract top candidates; and</li> <li>(v) Thoroughly brief the candidates and provide a summary of the expected job duties.</li> </ul>	<p>Customer Representative will review candidate submittals and provide detailed feedback to the AGS Recruiter, as well as, respond to questions from the AGS Recruiter in a timely manner.</p>
<b>5 Interview Coordination</b>			
5.1	Interview Coordination	<p>AGS Recruiter will provide all candidate information to the Customer Representative. AGS Recruiter to prepare the candidate, provide the logistics for and schedule the interview.</p> <p>AGS Recruiter to ensure the candidate has applied to the open job requisition in accordance with Customer's policy prior to the interview.</p>	<p>Customer Representatives to provide AGS Recruiter with any necessary assistance with scheduling the interview with Customer's interview panel.</p>
<b>6 Post Interview Coordination</b>			
6.1	Post Interview Feedback and Coordination	<p>AGS Recruiter will request feedback from the Customer Representative.</p> <p>Upon receipt of interview feedback from Customer Representative, AGS Recruiter will communicate such feedback with the candidate.</p>	<p>Customer Representative to provide interview feedback to AGS Recruiter in a timely manner.</p>
<b>7 Hiring Approval</b>			
7.1	Hiring Approval Process	<p>AGS Recruiter will provide Customer Representative with all necessary candidate information to allow Customer Representative to move forward with a job offer.</p>	<p>Customer Representative will follow its own internal policies and procedures with respect to creating and extending a candidate with a job offer.</p>
<b>8 Job Offer Management</b>			
8.1	Job Offer Approval Process	<p>AGS Recruiter will conduct the following job offer approval process:</p> <ul style="list-style-type: none"> <li>(i) Consult with Customer Representative on candidate(s) offer details;</li> <li>(ii) Upon receipt of approval from Customer to move forward to extend the offer to Candidate, verbally extend offer to Candidate;</li> </ul>	<p>Provide AGS Recruiter with approved candidate initial job offer details.</p> <p>If candidate requests negotiation of initial job offer, provide AGS Recruiter with feedback and any revised job offer.</p>

		(iii) Communicate offer acceptance, reasons for decline, or negotiation request status with Customer Representative.	
8.2	Job Offer Letters	AGS Recruiter is responsible for managing the creation, distribution and collection of all job offer letters.	N/A
<b>9 Background Checking</b>			
9.1	Coordination of Clearance Process	N/A	Customer Representative is responsible for the background check clearance process.
<b>10 Onboarding</b>			
10.1	Onboarding Service	N/A	Customer is responsible for all onboarding activities with respect to a newly Hired Candidate.
<b>11 Reporting and Business Reviews</b>			
11.1	Weekly, Monthly and Quarterly Reports	AGS will provide the following reports at the frequency described therein:  (i) <u>Program dashboard report</u> – weekly  (ii) <u>Requisition aging and capacity management report</u> – weekly  (iii) <u>Service level agreement report (if applicable)</u> - quarterly	Customer is responsible to provide AGS with access to any necessary data within the ATS.
11.2	Review and manage performance	AGS will regularly review performance of the Account Team and communicate any Account Team changes to the Customer.	N/A
<b>12 Compliance and Policies</b>			
12.1	Adherence to Customer Policies and Procedures	AGS will adhere to reasonable Customer policies and procedures that have been communicated to AGS in writing.	Customer to provide applicable policies and procedures to the Account Director and communicate any updates thereto in a timely manner.

IN WITNESS WHEREOF, AGS and Customer each have caused this SOW to be signed and delivered by its duly authorized representative.

**Customer**

By:



Name:

Eric Knoer

Title:

DIRECTOR, FINANCE

Date:

August 9, 2019

**AGS**

By:



Name:

Michael O'Toole

Title:

Associate General Counsel/Head of Legal US

Date:

August 9, 2019

**SCHEDULE A**

**SERVICE FEES; INVOICING**

1. **Fees; Expenses** - The fees for Services are described within this Schedule A. AGS agrees that all travel expenses incurred in connection with providing Services under this Agreement will be the responsibility of AGS. If Customer requests AGS incur additional travel expenses outside the scope of Services (e.g. job fairs) ("Reimbursable Travel Expenses"), AGS will be entitled to reimbursement from Customer for all reasonable travel expenses actually incurred, provided that AGS has: (a) obtained Customer's prior written consent; (b) detailed such expenses on a form acceptable to Customer and approved such expenses as being in accordance with Customer's expense policies; and (c) submitted reasonable supporting documentation. AGS will separately invoice Customer for Reimbursable Travel Expenses.
2. **Invoices** - AGS will issue to Customer invoices in local currency and in arrears monthly (unless another schedule is specified in a Statement of Work) for Services performed during the previous month. For services performed outside of the United States, AGS shall utilize either the f(x) rate or localized currency price in the applicable Country Participation Agreements. If Customer reasonably disputes any portion of an invoice, it may withhold payment of such disputed portion until reasonably satisfied with the validity and accuracy of such disputed portion. Customer will pay the undisputed portion of any disputed invoice as if the undisputed portion were a separate invoice and provide sufficient remittance detail so as to allow AGS to clearly distinguish the items being paid from the items being disputed.
3. **Payment** - Within thirty (60) days of receipt of an invoice, Customer shall pay AGS via electronic funds transfer. If Customer requires a purchase order to be issued against invoice(s), Customer will issue the purchase order prior to the Services being performed. For the avoidance of doubt, if Customer does not provide AGS with a timely purchase order, AGS will invoice Customer in accordance with Section 2 and Customer will be responsible to pay such invoice in accordance with this Section.
4. **Fee Schedules** – The Requisition Assignment Fee, Hired Candidate Fee, Executive Hiring Fee, Smashfly Pass Through Fee, Quarterly Minimum Fee and Implementation Fee (collectively, the "Service Fees") are set forth below and based on an estimated number of annual Job Orders made available by Customer to AGS as outlined in Exhibit A of this Schedule A.

- a. **"Quarterly Minimum Fees"** means the standard quarterly fees which apply by region in relation to the Direct Hiring activity.
  - i. Following the conclusion of each calendar quarter, AGS shall reconcile the regional quarterly Transaction Fees in comparison to the Quarterly Minimum Fees, in the event the Quarterly Minimum Fees exceed that of the regional quarterly billings, AGS shall charge the delta of the Quarterly Minimum Fees and quarterly Transactional Fees on the subsequent invoice.

- b. **“Transactional Fees”** mean the fees charged upon the opening of Requisitions (“Requisition Assignment Fee”) and the placement of the Candidate at Candidate start date (“Hired Candidate Fee”) and if applicable placement of executive level placements (“Executive Hiring Fee”) and senior leader level placements (“BOM-2 Hiring Fee”).
  - i. **“Requisition Assignment Fee”** means the fee charged for opening a Requisition, conducting the recruitment planning (intake) meeting and posting for a minimum of 5 days. For the avoidance of doubt, should a Requisition have more than one Position tied to it, Requisition Assignment Fees would be charged per position.
  - ii. **“Hired Candidate Fee”** mean the fee charged for filling a Position that was sent to Supplier and subsequently filled, regardless of the source or method by Supplier. Hired Candidate Fee shall only be charged upon successful start of placement.
  - iii. **“Executive Hiring Fee”** mean the fees in relation to the ad hoc placement of any executive, Board Member or BOM-1 level requisitions assigned to AGS. These fees will be charged at 15% of base salary offered for the position.
  - iv. **“BOM-2 Hiring Fee”** mean the fees in relation to the ad hoc placement of any BOM-2 level requisitions assigned to AGS. These fees will be charged at 12% (EMEA, NA) or 8% (India) of base salary offered for the position
- c. **“Implementation Fees”** mean the cost of implementation of the business, including all travel, expense and training of AGS Personnel for both the EMEA and North America regions. Any new region which comes into scope will have Implementation Fees agreed between the parties, which shall be detailed in the relevant Country Participation Agreements.

Implementation Fees will be invoiced in 2 parts as outlined in Exhibit A:

- i. 50% upon the completion of discovery
- ii. 50% upon the agreed go-live date
- d. **“Smashfly Pass Through Costs”** mean the costs in relation to Smashfly’s CRM technology which are rechargeable to the Customer annually, at the estimated cost of \$153,769. In the event scope of the technology shall change which would ultimately result in an increase of the estimated cost above, AGS shall be required to attain prior approval from Customer which shall not unreasonably withhold.
- e. **“Global Spend Rebate”** means a rebate which will be calculated on an annual basis. On the anniversary of the Effective Date of this SOW and each year thereafter, AGS shall calculate the annualized Transaction Fees in USD and remit the appropriate rebate in alignment with the rebate schedule herein.

6. **Hiring Volume; Job Orders** – If, during the Term of the Agreement, the number of Job Orders made available by Customer to AGS within a specific region adjusts by more than 25% up or down, than either Party shall have the ability to renegotiate the Fee Schedule table in Section 4 above in good faith. In the event, the Parties cannot agree, either party shall have the right to terminate Services for such effected region by providing 60 days written notice.

7. **Taxes** – Service Fees do not include applicable Transaction Taxes. Customer is responsible for all Transaction Taxes and shall pay or reimburse AGS for Transaction Taxes as a result of, relating to, or in connection with this Agreement. If Customer provides AGS with a tax exemption certificate in accordance with local laws covering the Services provided by AGS, AGS will not collect Transaction Taxes if the tax exemption certificate is valid. Customer agrees to reasonably cooperate with AGS in the audit and minimization of Transaction Taxes in connection with this Agreement and shall make available to AGS, and any governing authority, all information, records, or documents relating to any audits or assessments attributable to or resulting from this Agreement, and the filing of any tax returns or consenting to any Transaction Taxes. As such, any applicable Transaction Taxes payable by Customer will be charged to Customer separately.

8. **Quarterly Minimum Fee Adjustments** –There shall be Adjustments to the Quarterly Minimum Fee's as follows:

a.) Ramp Up Period – During the initial two quarters from each respective region's go live, there shall be a reduction to each regions Quarterly Minimum Fee of 32.5% during the first quarter and 20% during the second quarter.

b.) Ramp Down Period – In the event of a material adjustment to Customer's hiring demand due to Divestiture, Bankruptcy, acquisition or any other material event which would cause a reduction of hiring demand by 25% or greater as it relates to the hiring volumes listed in Exhibit A Below. Customer shall provide AGS sixty days written notice, which during such time the parties will agree in good faith to equitably adjust the Quarterly Minimum Fees in alignment to the business needs.

9. **Third Party Agency Utilization** – The Parties acknowledge the intent for AGS to service all requisitions made available by Customer. However, in the event either Customer or AGS deem it necessary to engage a third-party agency to support such requisition, the parties shall agree upon a process whereas all requisitions are managed by AGS and prior to engaging such Agency, AGS shall obtain written approval from Customer approving such.

In no event shall 25% or greater of the requisitions assigned to AGS by Customer be supported using third-party agencies. In such a scenario, AGS shall be required to refund all Requisition Assignment Fee's and Hired Candidate Fee's associated with support of such requisitions.

### **EXHIBIT A – Service Fees**

REGION	India				EMEA				NA			
	%	CPH	Open	Closed	%	CPH	Open	Closed	%	CPH	Open	Closed
<b>Assumed Mix</b>												
Agency Mgmt & Admin Only	0%	\$ 300	\$ 200	\$ 100	0%	\$ 800	\$ 600	\$ 200	0%	\$ 800	\$ 600	\$ 200
External - End User Services	72%	\$ 700	\$ 200	\$ 500	60%	\$ 1,900	\$ 600	\$ 1,300	77%	\$ 1,900	\$ 600	\$ 1,300
External - Technical/Next Gen/Sales Functions	23%	\$ 1,100	\$ 200	\$ 900	45%	\$ 3,695	\$ 600	\$ 3,095	18%	\$ 3,000	\$ 600	\$ 2,400
Quarterly Minimum Fee*				\$35,750				\$256,737				\$217,470

REGION	EMEA	NA	India
Transition Fees Chargeable upon the completion of discovery	£36,875.00	\$ 39,825	INR 827,184
Transition Fees Chargeable upon the agreed go-live date	£36,875.00	\$ 39,825	INR 827,184
Total Implementation Fees Charged	£73,750.00	\$ 79,650	INR 1,654,368

Global Spend Rebate	Rebate %
\$4,500,000-\$5,000,000	0.50%
\$5,000,000-\$5,500,000	1.00%
\$5,500,000-\$6,000,000	1.50%
\$6,000,000-\$6,500,000	2.00%
\$6,500,000 and up	2.50%

## **EXHIBIT B – Service Level Agreements**

AGS will perform its obligations under this Agreement in accordance with the service levels described in this Attachment 1.

1. The following Service Levels shall be applicable from the Service commencement date and enforceable 6 months following the Service commencement date with respect to each regional go live. During the initial 6 months following go live within each respective regions, the parties acknowledge they will track, monitor and measure the respective SLA's and KPI's and following the 6 month period equitably and adjust such metrics to ensure the metrics are fair and aligned for success of the partnership ("Benchmarking Period"). Following the Benchmarking Period, Service *Credits* will be calculated quarterly.
2. All days quoted are working days (8:30 am to 5:30 PM in all regional time zones).
3. In this Exhibit B, the following expressions have the following meanings. All other capitalized terms shall have the meanings assigned to them in the Agreement.
  - 3.1. "**Charges**" means the total fees (excluding implementation and BOM level placement fees) paid or payable by Customer under the SOW in the applicable quarter.
  - 3.2. "**Service Credit**" means a credit against the Charges made in accordance with the provisions of this Exhibit B.
  - 3.3. "**Service Failure**" means any failure by AGS to perform the Services in accordance with the Agreement, including any failure to meet any Minimum Service Level.
  - 3.4. "**Service Level or SLA**" means a level of performance or delivery of the Services specified in this Attachment 1.
  - 3.5. "**Performance Indicator or KPI**" means a level of performance or delivery of the Services to be measured but will have no Service Credits aligned.
  - 3.6. "**Minimum Service Level**" means the minimum threshold level of performance against a particular Service Level that Customer will tolerate, performance below which shall constitute a Service Failure and will result in a Service Credit for SLA's.
4. The objectives of the Service Levels are to ensure that the Services are of a consistently high quality, delivered on time and in order to meet the requirements of the Customer.
5. **Calculation of Service Credits**. Service Credits will accrue based on the *quarterly* measurements of each applicable Service Level for Customer. For any calendar quarter in which a Service Failure occurs with respect to one or more Service Levels, Customer will receive a Service Credit equal to (A) the total Charges paid by the Customer for the quarter, multiplied by (B) the percentage set forth in the table below for the applicable Service Level. The amount of Service Credits actually payable to Customer with respect to all Service Failures occurring in a single quarter under this Agreement shall not exceed, in total, five percent (5%) of the total quarterly Charges due for the relevant quarter. Service Credits shall be payable in full by AGS no later than the first day of the second month following the end of the applicable quarter. If requested by Customer, in lieu of cash payment by AGS, Service Credits may be set-off against a subsequent invoice due after the Service Credits are calculated.

6. In the event any of the following scenarios occurs, the parties will work in good faith to remove such scenarios from service level calculations:

Unique hiring events, delays in hiring approvals, delays in hiring manager interviews, hiring manager or candidate satisfaction concerns related to parts of the recruitment process itself, delays or other issues with background screening providers which are not caused by delays or incorrect data issues by AGS, delays in employment contracts and other factors that occur outside of the direct control of AGS and any others mutually agreed upon by the Parties.

Ref	Title	Category	SLA/KPI	Min Performance	Fees at Risk	Measurement	Measure parameter
SLA1	Time to Fill	Time	SLA	TBD following Benchmarking Period.	1.65%	Business days from approved requisition to verbal offer accept	Average taken of all hires within the period
KPI1	"Bestshore" Hires	Cost	KPI	TBD following Benchmarking Period.	N/A	% of right shored roles	# of closed requisitions within the period that have been identified as a best shore requirement in the ATS
KPI2	Gene Pool Hires	Quality	KPI	TBD following Benchmarking Period.	N/A	% of change to the target workforce demographic through demonstrable diverse marketing and campaign strategies	demonstrated diverse recruitment channels within the period vs workforce demographic data
KPI3	Desirable Skill Hiring	Quality	KPI	TBD following Benchmarking Period.	N/A	# of candidates in talent pool from a desired skill	# of candidates in CRM tagged with a defined emerging or delta skillset
KPI4	Reporting Compliance	Quality	KPI	95%	N/A	Reporting schedule is delivered on time and accurate	All AGS delivered reports in the period
KPI5	Direct fulfilment	Cost	SLA	75%	N/A	% of external hires via a direct source (talent community, advert, referral, social media)	% of all hires within the period closed by AGS vs number of agency hires
KPI6	CV:Interview Ratio	Quality	KPI	TBD following Benchmarking Period.		% of CVs submitted selected for Interviews	Average taken of all hires within the period
KPI7	Interview: Offer Ratio	Quality	KPI	TBD following Benchmarking Period.		% of candidates interviewed made a verbal offer	Average taken of all hires within the period